



REQUEST FOR PROPOSAL (RFP)

Website Auction for Tax Defaulted Properties

**County of San Bernardino
Treasurer-Tax Collector
Public Administrator
172 W. Third Street, 1st Floor
San Bernardino, CA 92415-0360
May 2008**

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I. Introduction

A. Purpose

The County of San Bernardino Treasurer-Tax Collector/Public Administrator (hereafter "County") is requesting consulting assistance from a nationally recognized firm (hereafter "Consultant") in the analysis and review of techniques to develop and maintain a website for auction and advertising services related to the sale of tax-defaulted properties for San Bernardino County Treasurer-Tax Collector.

It is the intent of the County to establish a mutually beneficial relationship with a Vendor(s) who can provide these services as required by the Specifications, and Term and Conditions of this RFP.

B. Period of Contract

The term of the Contract will be for a period of three years with two extensions of one year each at option of County. The contract will commence upon approval of the County of San Bernardino Board of Supervisors.

C. Mandatory Vendor Requirements

Minimum Contractor Requirements. All Contractors must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances property beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Must have three years experience in website hosting, development and design.
3. Must have three years of experience in website advertising and auction services.
4. Must have expertise and experience providing website security, related to online transactions.
5. Meet other presentation and participation requirements listed in this RFP.

The County is requesting Consultant to propose the most effective and efficient manner in which the County may advertise and dispose of these properties through auctions on the Internet.

Consultants are to submit, as part of their proposal, any changes or modifications to the Terms and Conditions they may wish the County to consider. Consultants are encouraged to be creative and to offer options that may be of interest to the County.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before **12 Noon (PST) on June 5, 2008**, and directed to the individual listed in Section I, Paragraph E. All questions will be answered and posted to the Internet on **June 10, 2008**.

E. Correspondence

All correspondence, including proposals, is to be submitted to:

Dennis Draeger, Chief of Tax Collections
Treasurer-Tax Collector
County of San Bernardino
172 W. Third Street, First Floor
San Bernardino, CA 92415-0360
Fax Number: (909) 387-6326
Email: ddraeger@ttc.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

F. Admonition to Vendors

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph D.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph E, no later than **2 p.m. (PST) on June 19, 2006**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

II. Proposal Timeline

Release of RFP	May 14, 2008
Deadline for Submission of Questions	12 Noon (PST) on June 5, 2008
Deadline for Proposals	2 p.m. (PST) on June 19, 2008
Tentative Date for Awarding Contract	July 2008

III. Proposal Conditions

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals. The County reserves the right to waive any immaterial irregularities in submitted proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred by vendors in the preparation of a proposal in response to this request and vendors agree that all costs incurred by vendors in developing this proposal are the vendor's responsibility.

E. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

G. Alternate Proposals

The County will consider any and all proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all proposals.

H. Formal Contract

Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

I. Final Authority

The final authority to award a Contract rests solely with the County of San Bernardino Board of Supervisors.

IV. Scope of Work

A. Background

San Bernardino County is geographically the largest County in the continental United States, covering 20,106 square miles. The County borders Riverside, Los Angeles, and Orange counties and the states of Arizona and Nevada, with the northern end in the Mojave Desert.

The San Bernardino County Treasurer-Tax Collector is responsible for the collection of property taxes on both secured and unsecured property. One of the remedies, per the Revenue and Taxation Code, for delinquent secured property taxes is through the sale of the tax-defaulted property after five years of non-payment. The San Bernardino County Treasurer-Tax Collector is required to sell these properties at public auction.

The San Bernardino County Treasurer-Tax Collector will be selling an undetermined amount of tax-defaulted properties each year and desires the ability to advertise and auction tax-defaulted properties through the Internet as the need arises.

B. Vendor Requirements

The County is seeking to contract with the Consultant to conduct internet-based auction of certain tax-defaulted properties, pursuant to authority granted to the County Tax Collector by the California Revenue and Taxation Code. It is anticipated, but not guaranteed, that the County will conduct two to three auctions per year. The following requirements for an auction are detailed below:

1. Advertising website services will include organizing, posting, hosting, and servicing advertised tax-defaulted properties (including pictures of the properties when needed) and due diligence information for the properties. These advertised properties will be auctioned on the Consultant's website at the direction of the County. For the duration of this auction, advertising on the website will be available to the public twenty-four hours per day, seven days per week ("24/7").
2. Auction advertising is anticipated before the auction for the parcels slated for sale in the auction. The auction advertising website will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the County including advertising of sale results.
3. Consultant shall, at the direction of the County, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of tax-defaulted properties.
4. Consultant shall assign passwords to registered and pre-qualified bidders. The County will determine which bidders are qualified and will provide that information to the Consultant.
5. Consultant shall send e-mails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid (5) auction closed in 48 hours. Consultant shall structure auction advertising so that bidders can bid automatically.
6. Pre-Qualification of Bidders: Consultant must structure the auction advertising website to be conducted so as to inform potential buyers of certain relevant information concerning California property tax sales and to require potential buyers to acknowledge the receipt of this information as a precondition to bidding on properties.
7. Rejecting Bids: Consultant must structure the auction advertising website in a manner that permits the County to reject a bid for tax-defaulted properties for any reason whatsoever.
8. Withdrawing Properties: Consultant must structure the auction advertising website in a manner that permits the County to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever. Advertising fee(s) shall still be due and payable for any such properties removed from auction advertising.

9. **Off-line Bidding Option:**
Consultant must structure the auction advertising website in a manner that enables people without Internet access to bid on tax-defaulted properties via fax and/or letter.
10. **Confirmation of Successful Bid:**
Consultant will notify the successful bidder, at the direction of the County, immediately after the auction. Consultant will advertise the results of each tax-defaulted property auction.
11. **Payment:**
Consultant must structure the auction advertising website so that bidders tender payment into the County account within forty-eight (48) hours of notification that he or she is the successful bidder. This tender will go towards the property; will offset cost of bid; or will be returned. Various means of payment will be established such as cash, credit card, cashier's check, wire transfer, or any other means as directed by the County.
12. **Bidder's Instructions:**

Consultant must include a bidder's instruction section on the auction advertising website that sets forth the following information: (1) This is a "buyer beware" sale (2) All sales are where is, as is, and final (3) You must be 18 years of age to bid (4) The minimum price should be listed on the website; (5) Auction start date and time (6) Auction ending date and time (7) The County's method of pre-qualifying buyers (8) The County's right to reject bids for any reason whatsoever (9) The County's right to withdraw properties for any reason whatsoever and, (10) Off-line bidding procedures.
13. **Security:**
Consultant must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising website must be hosted on a secure server, using Secured Socket Layers. Site must provide a complete audit trail of all transactions. If Consultant chooses to deviate from these requirements, Consultant must justify the security features of its chosen system to the County and the County must approve these deviations prior to implementation by Consultant.
14. Consultant must provide an electronic file of successful bidders including the bid amount and contact address for the successful bidders upon the conclusion of the auction in a format acceptable to the County.

V. Contract Requirements

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay

for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. **Representation of the County**

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. **Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

5. **Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. **Subcontracting**

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

7. **Agreement Assignability**

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

8. **Agreement Amendments**

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

9. **Termination for Convenience**

The County for its convenience may terminate the contract in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

10. **Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V. B. 1. Indemnification.

11. **Venue**

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

12. **Notification Regarding Performance**

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

13. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

14. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

15. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

16. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

18. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V.A.9. Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

19. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

20. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

21. Electronic Fund Transfer Program

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

22. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be

applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced

coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- a. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);
- b. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**
- c. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- d. Fidelity Bond - A Fidelity Bond in the amount of \$500,000.00 to cover Dishonest Acts of Employees shall be provided by the vendor to the County.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The Vendor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment

to this Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

VI. Proposal Submission

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."

B. Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and seven (7) copies, total of eight (8), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP Title, and Proposal Due Date.
3. Hand carried proposals may be delivered to the address listed in Section I, paragraph E, only between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Vendors must provide the following information in the following format:

1. **Cover Page**

Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.

2. **Table of Contents**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. **Statement of Experience**

Include the following in this section of the proposal:

- a. Business name of the prospective Vendor and legal entity such as corporation, partnership, etc.
- b. Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
- c. A statement that the prospective Vendor has a demonstrated capacity to perform the required services.
- d. Financial statements. Include balance sheet and income statement for the bidder's businesses that are dated no more than twelve months prior to the date of the proposal submission and cover a period of at least one year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. Audited financial statements are preferred but not required and an independent credit rating would be a plus.

4. **References – Attachment B** - Complete Attachment B and include in proposal.

5. **Statement of Certification**

Complete, initial, sign, and include in the submitted proposal, Statement of Certification, Attachment C.

6. **Proposal Description**

Provide a detailed description of the proposal.

- a. Brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.
- b. Brief narrative description of the proposed plan to achieve the Scope of Work, Section IV.

7. **Insurance**

Submit evidence of ability to insure as stated in Section V.B. Indemnification and Insurance Requirements

7. **Fees**

Provide a Fee Schedule. Respondents may include a set-up or upfront administrative fees in their Fee Schedule. However, because the number of properties may vary greatly from one auction to another during the term of this agreement, fees for actual auction services should be expressed on a per-parcel basis.

8. **Record of Performance for Land Auctions**

Complete Attachment D for actual Internet-based Land auctions conducted on behalf of governmental agencies.

VII. Evaluation Process

A. General

All proposals will be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of appropriate County personnel from multiple stakeholder departments, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

B. Evaluation Criteria

1. Initial Review

- a. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
- b. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFP.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

2. Final Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Vendor's qualifications and experience in providing these services.
- b. Vendor's financial stability. This review will be based upon Vendor provided business financial statements.
- c. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

C. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received. A recommendation will be made to the Board of Supervisors. The Board makes the ultimate determination regarding award of contract.
2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.
3. It is anticipated that the County will award one or more contracts for this service. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.

2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
4. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Annette Kerber, Assistant Treasurer-Tax Collector/Public Administrator
County of San Bernardino
172 W. Third Street, 1st Floor
San Bernardino, CA 92415-0360

ATTACHMENT A – COVER PAGE

PROPOSAL FOR Website Auction for Tax-Defaulted Properties

VENDOR'S NAME *(name of firm, entity or organization):*

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____ TITLE: _____

ATTACHMENT B – REFERENCES

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

ATTACHMENT C– STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Website Auction for Tax-Defaulted Properties.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

Signature

Date

Print name

Company

[illegible]